JS 44 (Rev. 06/17)

CIVIL COVER SHEET

17-CV-3106

AB

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

17 3106

I. (a) PLAINTIFFS

Dbuyer, Inc.

(b) County of Residence of First Listed Plaintiff: Delaware, PA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Arnold Mackles, Esquire
STE 122, 401 E. City Ave.
Bala Cynwyd PA 19004
610 667 0545 mackleslaw@gmail.com

DEFENDANTS

Hawk Eye Presents, LLC

County of Residence of First Listed Defendant: ______
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☑ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

PA & CA

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)* *(For Diversity Cases Only)*

	PTF	DEF		PTF	DEF
Citizen of This State	☑ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☑ 4	☐ 4
Citizen of Another State	☐ 2	☑ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☑ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☑ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent - Abbreviated New Drug Application
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

- ☑ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District *(specify)*
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*: 28 U.S.C. Sec. 1332 (a) and 28 U.S.C. Sec. 1391 (a)(2).

Brief description of cause: Defendant failed to pay pursuant to agreement of settlement of dispute.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☑ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE ______ DOCKET NUMBER ______

JUL 12 2017

DATE 7/10/17

SIGNATURE OF ATTORNEY OF RECORD [signature]

FOR OFFICE USE ONLY

RECEIPT # ______ AMOUNT ______ APPLYING IFP ______ JUDGE ______ MAG. JUDGE ______

AB

UNITED STATES DISTRICT COURT

17 3106

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 150 Columbus Ave., Havertown, PA 19083

Address of Defendant: 8033 W. Sunset Blvd, Ste 965, Los Angeles, CA 90046

Place of Accident, Incident or Transaction: Contract specifying PA as jurisdiction to enforce

(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?
(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes☐ No☑

Does this case involve multidistrict litigation possibilities? Yes☐ No☑

RELATED CASE, IF ANY:

Case Number: ______ Judge ______ Date Terminated: ______

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes☐ No☑
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes☐ No☑
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court? Yes☐ No☑
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
Yes☐ No☑

CIVIL: (Place ✔ in ONE CATEGORY ONLY)

A. *Federal Question Cases:*

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases
(Please specify) ______

B. *Diversity Jurisdiction Cases:*

1. ☑ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases
(Please specify) ______

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, ______, counsel of record do hereby certify:

☐ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of $150,000.00 exclusive of interest and costs;

☐ Relief other than monetary damages is sought.

DATE: ______ ______ Attorney-at-Law ______ Attorney I.D.#

JUL 12 2017

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 7/10/17 [signature] Attorney-at-Law 3039 Attorney I.D.#

CIV. 609 (5/2012)

AB

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CASE MANAGEMENT TRACK DESIGNATION FORM

Dbuyer, Inc., : CIVIL ACTION
v. :
Hawk Eye Presents, LLC : 17 3106
NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

(a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )

(b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )

(c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. (✓)

(d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )

(e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )

(f) Standard Management – Cases that do not fall into any one of the other tracks. ( )

7-10-17	[signature]	Arnold Mackles
Date	**Attorney-at-law**	**Attorney for** Plaintiff
610-667-0555	610-667-8440	macklesslaw@gmail.com
Telephone	**FAX Number**	**E-Mail Address**

(Civ. 660) 10/02

JUL 12 2017

AB

#400

(1)

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DBUYER, INC.
150 Columbus Avenue
Havertown, PA 19083

Plaintiff

vs.

HAWK EYE PRESENTS, LLC
8033 W. Sunset Blvd, Suite 965
Los Angeles, CA 90046

Defendant

DOCKET NO. 17 3106

CIVIL ACTION

FILED
JUL 12 2017
KATE BARKMAN, Clerk
By ______ Dep. Clerk

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff, Dbuyer, Inc., by and through counsel, Arnold Machles, Esquire, states its claim against Defendant Hawk Eye Presents, LLC, as follows:

NATURE OF ACTION

1. This is an action for breach of contract against Defendant, Hawk Eye Presents, LLC arising out of its refusal to abide by the parties' settlement agreement that resolved Plaintiff's underlying claims for payments due for separate and distinct services: (i) consulting and (ii) talent booking.

PARTIES

2. Plaintiff, Dbuyer, Inc. is a Pennsylvania corporation with its principal place of business at 150 Columbus Avenue, Havertown, PA 19083. Dbuyer, Inc. is owned and operated by Mr. Drew Pompilio, its sole shareholder, officer and director.

3. Defendant Hawk Eye Presents, LLC, is a California Limited Liability Company, with offices at 8033 W. Sunset Blvd., Suite 965, Los Angeles, CA 90046, which regularly does business in the Commonwealth of Pennsylvania.

4. Defendant Hawk Eye Presents, LLC is comprised of members Kaleena Rallis and Paul Rallis, who are both citizens of California.

JURISDICTION AND VENUE

5. Jurisdiction is proper in this Court, pursuant to 28 U.S.C. §1332(a), because Plaintiff and Defendant are citizens of different states and the amount in controversy exceeds $75,000 exclusive of interest and costs.

6. Venue is proper in this District, pursuant to 28 U.S.C. §1391(a)(2), because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District as the contract was formed in this District, and in the settlement agreement at issue the parties agreed to venue in any federal court closest to Delaware County, Pennsylvania.

COUNT I
FOR BREACH OF CONTRACT

7. Plaintiff incorporates by reference all preceding paragraphs of this Complaint as if fully set forth herein.

8. The parties entered into two underlying contracts: one dated as of March 31, 2017 (the "Talent Booking Agreement") and the other dated as of April 19, 2017 (the "Independent Contractor Agreement"), both relating to the planned 2017 Karoondinha Music and Arts Festival (the "Event") and the services Dbuyer had agreed to perform for the Event and potentially for subsequent events (collectively, the "Services").

9. Certain disputes related to the Services arose after the parties entered into those agreement (the "Claims") so the parties mutually decided to terminate the Terms of the Talent Booking Agreement and Independent Contractor Agreement, to avoid the expense and uncertainty of litigation.

10. The parties entered into the subject "Confidential Settlement Agreement & Release" ("Settlement Agreement") on or about June 11, 2017. (A true and correct copy of the Settlement Agreement is attached hereto as Exhibit A.)

11. Under the terms of the Settlement Agreement, Hawk Eye agreed to pay and Dbuyer agreed to accept a total sum of Seventy Five Thousand Dollars and Zero Cents ($75,000.00) as consideration for the full and final resolution and settlement of the Claims.

12. The settlement payment was due to be paid within five (5) business days of the parties' full execution of the Settlement Agreement.

13. The Settlement Agreement was fully executed on June 15, 2017. (Exhibit A).

14. The payment was, therefore, due by June 20, 2017.

15. Plaintiff has made demand for payment, but Defendant has failed to honor the Settlement Agreement by paying the amount due, either in whole or in part.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Dbuyer, Inc., requests that this Court:

A. Enter judgment in favor of Plaintiff and against Hawk Eye Presents, LLC, finding that Hawk Eye Presents, LLC has breached its payment obligation to Plaintiff under the Settlement Agreement;

B. Enter judgment for all damages, monetary, consequential, and otherwise, available under law to Plaintiff arising from Hawk Eye Presents, LLC's breach of the Settlement

Agreement;

C. Award Plaintiff attorneys' fees and all costs and expenses that it incurred with respect to his claims, including all costs and expenses incurred in bringing this action to enforce Hawk Eye Presents, LLC's obligations under the Settlement Agreement; and

D. Grant any other relief that the Court deems just and proper.

DEMAND FOR A JURY TRIAL

Plaintiffs hereby demand a jury trial as to all issues so triable as a matter of right, pursuant to F.R.C.P. 38(b)(1) and 38(c).

By: AM 4785

Arnold Machles, Esquire
401 East City Avenue
Suite 122
Bala Cynwyd, PA 19004
Phone 610-667-0555
Fax 610-667-8440
machleslaw@gmail.com

Attorney for Plaintiff,
Dbuyer, Inc.

EXHIBIT "A"

CONFIDENTIAL SETTLEMENT AGREEMENT & RELEASE

This "Confidential Settlement Agreement & Release" (hereinafter "Agreement") is made and entered as of June 11, 2017 ("Effective Date"), by and between Hawk Eye Presents, LLC, with offices at 8033 W. Sunset Blvd., Suite #965, Los Angeles, CA 90046 ("Hawk Eye"), on the one hand, and Dbuyer Inc., with offices at 150 Columbus Avenue, Havertown, PA 19083 ("Dbuyer"), on the other hand, (and each hereafter, a "Party" or the "Parties")

RECITALS

WHEREAS; Hawk Eye and Dbuyer entered into two (2) agreements, one dated March 31, 2017 (the "Talent Booking Agreement") and the other dated April 19, 2017 (the "Independent Contractor Agreement"), both relating to the upcoming 2017 Karoondinha Music and Arts Festival (the "Event") and the services Dbuyer had agreed to perform for the Event and potentially for subsequent events (collectively, the "Services").

WHEREAS; Certain disputes related to the Services have arisen since entering into those agreements (the "Claims").

WHEREAS; Hawk Eye and Dbuyer (each, individually a "Party" and together the "Parties") have mutually decided to terminate the Terms of the Talent Booking Agreement and Independent Contractor Agreement, respectively, and wish to avoid the expense and uncertainty of litigation and to resolve their claims amicably without litigation and without any admission by any Party regarding its liability or wrongdoing;

NOW, THEREFORE, in consideration of these promises and the mutual covenants hereinafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Settlement Payment: Hawk Eye agrees to pay and Dbuyer agrees to accept a total sum of Seventy Five Thousand Dollars and Zero Cents ($75,000.00) ("the Settlement Payment") as

consideration for the full and final resolution and settlement of the Claims. The Settlement Payment shall be made within five (5) business days of the Parties' full execution of this Agreement, which signature shall not be unreasonably delayed and provided that Dbuyer has provided Hawk Eye with all required documentation (e.g., tax identification information and banking account routing information to be provided by Dbuyer) in order to effectuate the Settlement Payment, and any and all documents relating to the Services, including but not limited to any documentation and work product and other property of Hawk Eye, pursuant to paragraph 10 of the Independent Contractor Agreement.

2. Termination: The Terms of the Talent Booking Agreement and Independent Contractor Agreement shall be deemed terminated, as of the Effective Date. Accordingly, the Talent Booking Agreement and Independent Contractor Agreements shall be terminated in all respects, (other than for those provisions that survive termination, e.g. work for hire, representations and warranties, intellectual property, etc.) and Dbuyer shall not be required to render any Services nor shall Dbuyer have any authority under the either the Talent Booking Agreement or Independent Contractor Agreement after the Effective Date. Without limiting the generality of the foregoing, from and after the Effective Date, except for the Settlement Payment as provided in paragraph 1 above, and a payment in the amount of Twenty-Five Thousand Dollars ($25,000) previously paid to Dbuyer which Dbuyer hereby acknowledges receipt of and shall be entitled to retain, Dbuyer shall not be entitled to any payments, commissions, expenses, or other monies or compensation of any kind.

3. Mutual Releases: Upon full execution of this Agreement, the Parties, on behalf of themselves and their respective shareholders, officers, directors, members, attorneys, representatives, agents, and employees, as well as any affiliates, subsidiaries, successors, predecessors, heirs, administrators and assigns, do hereby release, relieve, waive, relinquish, forgive, acquit, and forever discharge the each other, and their respective successors, assigns, predecessors, affiliated and related

companies, parents, shareholders, partners, principals, directors, officers, members, attorneys, agents, employees, heirs, administrators, distributors, distributees, and customers and each of them, from any and all causes of action, obligations, costs, damages, losses, claims, demands, and benefits (including attorneys' fees and costs actually incurred), of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, whether contingent, liquidated or otherwise, whether accrued or to accrue, whether asserted by way of claim, counterclaim, cross-claim, third party action, action for indemnity or contribution or otherwise, of any kind or nature whatsoever, now existing or arising in the future from any act, omission, event, occurrence, or nonoccurrence in perpetuity, related to the Claims, the Services, the Event, the Talent Booking Agreement, the Independent Contractor Agreement or any other matter directly or indirectly related thereto.

4. The Parties further acknowledge that they may hereafter discover facts different from, or in addition to, those which they now know or believe to be true with respect to any release herein made, and agree that every release herein made is now and will remain effective notwithstanding such different or additional facts or the discovery thereof. The Parties expressly waive and relinquish any and all rights and benefits conferred upon them by the provisions of section 1542 of the California Civil Code, which state as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of execution the release, which if known by him must have materially affected his settlement with the debtor.

The Parties acknowledge that the foregoing waiver of the provisions of section 1542 of the California Civil Code is part of the consideration hereunder. The Parties expressly consent that the release set forth herein shall be given full force and effect in accordance with each and all of its express terms and provisions, including those terms and provisions relating to unknown and unsuspected claims, demands and causes of action, if any, to the same effect as those terms and provisions relating to any other claims, demands and causes of action hereinabove specified.

5. Mutual Representations, Warranties and Indemnity:

(a) Each Party hereby represents and warrants that it is authorized, empowered and able to execute, enter into and deliver this Agreement, to fully perform its obligations and covenants hereunder, and to grant all rights conveyed, under this Agreement, without the consent or approval of any other person. This Agreement has been duly and validly executed and delivered by each Party, and constitutes a legal, valid and binding obligation on its part, enforceable in accordance with its terms.

(b) Each Party hereby agrees to and do hereby indemnifies, defends, saves and holds the other Party and the other Party's affiliates, licensees, successors and assigns and each of the respective officers, directors, members, attorneys, partners, principals, heirs, employees, representatives, successors, assigns and agents of the foregoing harmless from any and all liability, loss, damage, cost and expense (including actual legal expenses and attorney fees) arising out of or connected with any breach or alleged breach of this Agreement, any claim that is inconsistent with any of the agreements, warranties or representations made by the indemnifying Party herein.

6. No Admissions: This Agreement shall not be construed in any way as an admission by any Party of any wrongdoing or liability whatsoever.

7. Confidentiality:

(a) Each Party to this Agreement acknowledges the confidential nature of the terms and conditions contained herein and agrees that the terms of this Agreement (i) shall be kept confidential; (ii) shall not be used by the Parties for any reason or purpose other than as may reasonably be necessary to effect, consummate, confirm or evidence their respective obligations under this Agreement; and (iii) without limiting the foregoing, shall not be disclosed to any third-party without the prior written consent of both Parties. Notwithstanding the foregoing, (a) the Parties may disclose the terms of the Agreement in order to enforce its terms, or if required by applicable law, provided that in the event of any legal action or proceeding or asserted requirement under applicable law or government regulations requesting or demanding disclosure of the Agreement or the terms hereof, the recipient shall forthwith notify the other party in writing of such request so that the other party may seek an appropriate protective order or take other protective measures, and (b) the contents of this Agreement may be disclosed to the Parties' respective counsel and to their respective financial and tax advisors, and employees of such counsels' and any tax advisors' respective firms, and shareholders, owners, parents, subsidiaries, and governmental agencies, as reasonably necessary for legal, financial or tax advice or pursuant to court order. In the event that the terms of the Agreement are disclosed to any such aforementioned parties, the disclosing Party shall advise the person(s) to whom disclosure is made that the information is confidential and that no further disclosure may be made.

(b) The parties acknowledge that violation by a Party of the provisions of this Agreement may cause irreparable harm to the other Party not adequately compensable by monetary damages. In addition to other relief, the parties agree that the non-breachingParty may seek injunctive relief to prevent any actual or threatened violation of any such provision(s).

8. No Disparagement: The Parties hereto agree not to take any action or make any statement that criticizes, ridicules, disparages or is derogatory to the other Party (or such Party's employees, officers, directors. representatives, agents, attorneys, representatives, assigns, designees and/or any similar party) or their services, reputations or which is otherwise damaging to such Party, nor shall they encourage the making of such statement or the taking of such actions by someone else.

or conflict of law principles thereof. The Parties hereby consent to the exclusive jurisdiction of any state or federal court empowered to enforce this Agreement located in Delaware County, Pennsylvania, and hereby waive any objection thereto on the basis of personal jurisdiction or venue.

15. Counterparts: This Agreement may be executed in counterparts with the same force and effect as if a single original had been executed by the parties. This Agreement may be executed either by original, facsimile, or electronic mail, any of which will be equally binding.

16. Notices. All notices required to or permitted to be given under this Agreement shall be in writing and shall be given by hand delivery, overnight mail with delivery confirmation, or by registered or certified mail, return receipt requested, to the parties at the addresses first set forth above, or at such other address of which the parties may have notice under this paragraph. Notices shall be deemed to have been received one (1) business day after being sent if sent by overnight mail or via hand delivery, and three (3) business days after being sent by registered or certified mail. A courtesy copy of all notices to be sent to Dbuyer shall be sent to Bernard M. Resnick, Esq., P.C., Two Bala Plaza, Suite #300, Bala Cynwyd, PA 19004, Attn: Bernard M. Resnick, Esq. A courtesy copy of all notices to be sent to Hawk Eye shall be sent to The Law Office of Jeffrey B. Gandel, Esq., 1623 Third Avenue, Suite 22A, New York, NY 10128.

Hawk Eye Presents, LLC

By: [signature]

Date: June 15, 2017

Dbuyer, Inc.

By: [signature]

Date: 6-12-17